

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

APPROVING AN INTERLOCAL)
AGREEMENT BETWEEN LEWIS COUNTY) RESOLUTION NO. 08-035
AND FIRE DISTRICT FIVE FOR THE)
PURCHASE OF FUEL)

WHEREAS, the County has sufficient supplies of fuel to provide access to other local government entities; and

WHEREAS, Fire District Five is in need of access to available fuel for its official vehicles; and

WHEREAS, Fire District Five is able to make purchases without seeking bids up to \$10,000 per agreement; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Interlocal Agreement for Lewis County;

NOW, THEREFORE BE IT RESOLVED, that the aforesaid Interlocal Agreement is hereby approved and the Board of County Commissioners is authorized to sign the same.

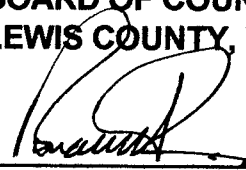
DONE IN OPEN SESSION this 28th day of January, 2008.

APPROVED AS TO FORM:


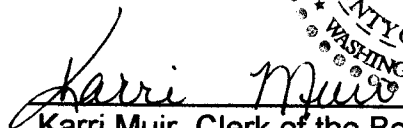
L. Michael Golden, Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

By: Deputy Prosecuting Attorney


Ron Averill, Chairman

ATTEST:



Karri Muir, Clerk of the Board


F. Lee Grose, Vice Chairman


Richard Graham, Member

INTERLOCAL AGREEMENT FOR THE PRUCHASE OF FUEL

THIS CONTRACT, is entered into between the COUNTY OF LEWIS, a municipal corporation located in the State of Washington, hereinafter "COUNTY", and Fire District Five a municipal corporation formed under the Revised Codes of Washington hereinafter PURCHASER.

WITNESSETH:

WHEREAS, the COUNTY has sufficient supplies of fuel to provide access to other local government entities; and

WHEREAS, Fire District Five is in need of an access to available fuel for its official vehicles; and

WHEREAS, Fire District Five is able to make purchases without seeking bids up to \$10,000 per agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the parties agree as follows:

I. FUEL PURCHASE

A. The COUNTY shall provide to PURCHASER gasoline and diesel fuel at its Central Shop pump station, located at 109 Forest Napavine Road, Chehalis, Washington, the Winlock Shop located at 111 Pleasant Valley Road, Winlock, Washington, and the Brim Road Shop located at 162 Brim Road, Ethel Washington. The fuel shall be available for pumping during the business hours of the Shop and the quantity of fuel shall be recorded electronically by the COUNTY'S automated card system. The fuel shall be available only to PURCHASER'S official vehicles.

II. DURATION & TERMINATION

The terms of this Contract shall commence on the first day of February, 2008, and shall continue month to month until terminated 30 days following written notice of termination by one party to the other. This termination notice period shall begin on the date of notice delivery or the date the notice is placed in the US mail at the address in paragraph VII. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the effective date of termination.

III. PRICE & BILLING

A. The PURCHASER shall reimburse the COUNTY monthly for all fuel drawn from the Central Shop, Winlock Shop, and Brim Road Shop pump stations at the same gallon rate as the Department of Public Works charges other County departments drawing fuel from Central Shop, Winlock Shop, and Brim Road Shop pumps for the month in which the fuel is drawn. The PURCHASER'S reimbursement of the COUNTY shall be based upon the amount of fuel drawn by the PURCHASER as recorded by the COUNTY'S automated card recording system. If there is a discrepancy in the amount recorded by the PURCHASER and the COUNTY'S records, the COUNTY shall have the final determination of the amount, but shall provide reasonable consideration of the PURCHASER'S information prior to making a determination.

The COUNTY shall issue to PURCHASER a fuel card that will electronically record the amount of fuel drawn by the holder by the COUNTY'S automated card recording system. At the request of PURCHASER, the COUNTY shall issue additional cards up to twenty (20) cards. If the COUNTY demands return of a card by notifying the person identified in paragraph VII, PURCHASER shall return the card within 5 days. The COUNTY may void the PURCHASER'S card(s) at anytime.

B. The COUNTY shall bill the PURCHASER monthly showing the quantity of fuel drawn by PURCHASER in the prior month. The PURCHASER shall pay the invoiced amount to the COUNTY'S "Equipment Rental Revolving Fund" sent to Lewis County's Fiscal Department within thirty (30) days of receipt. Payments received after that date shall incur a 5% late fee. The COUNTY may terminate this agreement immediately if PURCHASER fails to pay within 30 days of invoice.

IV. REPRESENTATIONS

The COUNTY disclaims all warranties, express or implied, of the quality or quantity or merchantability for particular purpose of the fuel provided pursuant to this contract. COUNTY shall make reasonable efforts to have sufficient amounts of fuel and operable pumps to insure access at all times by PURCHASER, but PURCHASER acknowledges that the COUNTY does not guarantee the availability of fuel from the Central Shop, Winlock Shop, and Brim Road Shop locations, either due to deficiency of supply, Force Majeure, or mechanical

breakdown, and agrees that any unavailability shall not constitute a breach of contract.

V. CHANGES AND MODIFICATIONS

This agreement may be modified upon the written agreement executed by both parties. No course of dealing between the Parties shall be construed to alter the terms hereof, except as expressly stated herein.

VI. HOLD HARMLESS AND INDEMNIFICATION

A. All services performed or sales made under this Contract shall be performed or rendered entirely at the PURCHASER'S own risk and the PURCHASER expressly agrees to hold harmless, indemnify and defend COUNTY, its elected an appointed officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services provided under this contract by the PURCHASER, its employees, agents, or anyone for whose acts any of them may be liable.

B. The hold harmless and indemnification in paragraph A shall apply additionally to any and all Environmental Liabilities asserted against or incurred by COUNTY as a result of contamination occurring as a result of this contract.

"Environmental Liabilities" means any and all liabilities, claims, demands, costs, damages, losses, expenses, penalties, fines, attorney's fees, court cost imposed by any order, notice of responsibility, directive, injunction, judgment or settlement by any state or federal governmental entity pursuant to ~~an~~ any claim or cause of action by the entity or by any person, or pursuant to any state or federal law controlling a pollutant, protecting water or land, or relating to dangerous or hazardous substances as defined in the Model Toxics Control Act, RCW 70.105D.020.

C. In the event fuel is spilled or leaked as a result of PURCHASER drawing fuel from the COUNTY, PURCHASER shall make a concerted effort to contain any spilled or leaked fuel from contaminating land or water and to remove the spilled or leaked fuel from the land or water. PURCHASER'S compliance with the requirements of this paragraph shall not modify its obligations assigned in paragraphs A and B of this section.

D. PURCHASER shall be responsible for and specifically agrees to promptly reimburse the COUNTY for any reasonable damages caused by PURCHASER to the pumping or electronic recording mechanism located at the Central Shop.

VII. NOTICE

A. All notices sent pursuant to this contract shall be in writing and shall be considered as duly delivered as of the date of transmittal if mailed by ordinary mail, telecopied, or served on the following individuals:

Linda Wolf (District Secretary)

Kris Weiland (District 5 Fire Chief)

Terry Bartley (District 5 Chairperson of the Board)

VIII. ENTIRE CONTRACT

The parties agree that this Contract, including all documents attached or incorporated by reference, is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

IX. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

X. SURVIVABILITY

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract and it shall be construed as if such provision had never been contained herein.


The terms and conditions contained in the Contract that by their sense and context are intended to survive the expiration of the Contract shall so survive including, but are not limited to the Hold Harmless and Indemnification clause.

This Agreement is executed by the persons signing below who warrant that they have the authority to execute this Contract.

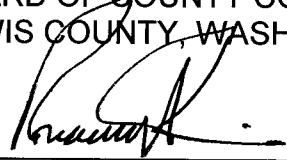
The parties have caused this Contract to be executed in duplicate originals this 8th day of November, 2007.

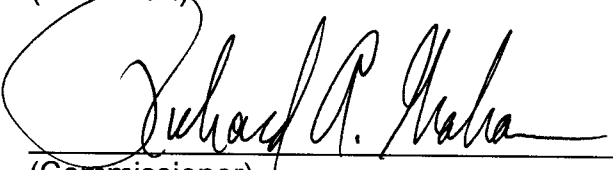
PURCHASER

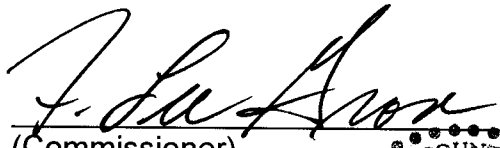

Authorized Representative


(Title)

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

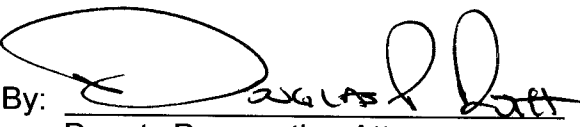

(Chairman)


(Commissioner)

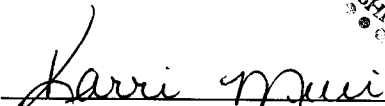

(Commissioner)

APPROVED AS TO FORM:

MICHAEL L. GOLDEN
PROSECUTING ATTORNEY

By: 
Deputy Prosecuting Attorney

ATTEST:


(Clerk of the Board)

